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PTO/SB/21 (08-00)

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TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Application Number 09/670,790

Filing Date 09/27/2000

First Named Inventor Michael G. Engler

Group Art Unit 2481

Examiner Name

Total Number of Pages in This Submission 13

Attorney Docket Number

LANTR-114A

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ENCLOSURES (check all that apply)

- ☐ Fee Transmittal Form
- ☐ Fee Attached
- ☐ Amendment / Reply
- ☐ After Final
- ☐ Affidavits/declaration(s)
- ☐ Extension of Time Request
- ☐ Express Abandonment Request
- ☐ Information Disclosure Statement
- ☐ Certified Copy of Priority Document(s)
- ☐ Response to Missing Parts/ Incomplete Application
- ☐ Response to Missing Parts under 37 CFR 1.52 or 1.53

- ☐ Assignment Papers (for an Application)
- ☐ Drawing(s)
- ☐ Licensing-related Papers
- ☐ Petition
- ☐ Petition to Convert to a Provisional Application
- ☒ Power of Attorney, Revocation Change of Correspondence Address
- ☐ Terminal Disclaimer
- ☐ Request for Refund
- ☐ CD, Number of CD(s) _____

- ☐ After Allowance Communication to Group
- ☐ Appeal Communication to Board of Appeals and Interferences
- ☐ Appeal Communication to Group (Appeal Notice, Brief, Reply Brief)
- ☐ Proprietary Information
- ☐ Status Letter
- ☒ Other Enclosure(s) (please identify below):

(SEE REMARKS LISTED BELOW)

Remarks

CERTIFICATE UNDER 37 C.F.R. § 3.73(b), WITH COPIES OF
SELECTED PAGES OF MERGER DOCUMENTS;
STATEMENT CLAIMING SMALL ENTITY STATUS AND
RETURN POSTCARD.

SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

Firm
or
Individual name

William J. Brucker, Esq.
STETINA BRUNDA GARRED & BRUCKER

Signature

Date

10/09/2002

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to: Commissioner for Patents, Washington, DC 20231 on this date:

October 9, 2002

Typed or printed name

Evelyn Guerra

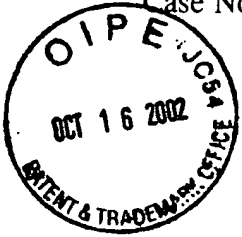
Signature

Date

10/09/2002

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

Case No.: LANTR-114A



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10-23-02

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant: Michael G. Engler

Serial No.: 09/670,790

Filed: September 27, 2000

For: SYSTEM FOR EXTENDING
LENGTH OF A CONNECTION TO A
USB PERIPHERAL

Group Art Unit: 2841

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**REVOCATION OF PREVIOUS POWER OF ATTORNEY
AND APPOINTMENT OF NEW POWER OF ATTORNEY**

No Fee
Assistant Commissioner for Patents
Washington, DC 20231

Dear Sir/Madam:

The undersigned, Michael Oswald, Vice President, Secretary and General Counsel of Lantronix, Inc., a Delaware corporation, the owner of the entire right, title, and interest in the above-identified patent application, hereby revokes all previous powers of attorneys granted in relation to the subject patent application and appoints the following attorneys to prosecute this application and to transact all business in the United States Patent and Trademark Office, connected therewith:

Kit M. Stetina, Registration No. 29,445

Bruce B. Brunda, Registration No. 28,497

Mark B. Garred, Registration No. 34,823

William J. Brucker, Registration No. 35,462

Applicant: Michael G. Engler
Serial No.: 09/670,790
Filed: September 27, 2000

Matthew A. Newboles, Registration No. 36,224
Eric L. Tanezaki, Registration No. 40,196
Lowell Anderson, Registration No. 30,990
Marlene Klein, Registration No. 43,718
In H. Kim, Registration No. 44,184
Stephen T. Bang, Registration No. 48,926
Sean O'Neill, Registration No. 45,446

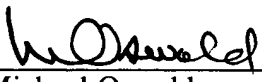
all of the law firm of STETINA BRUNDA GARRED & BRUCKER of Aliso Viejo, California.

Assignee of record of the entire interest Certificate under 37 C.F.R. 3.73(b) is enclosed.

Please send all further correspondence pertaining to this patent application and direct telephone calls to William J. Brucker, of the law firm of STETINA BRUNDA GARRED & BRUCKER, 75 Enterprise, Suite 250, Aliso Viejo, California 92656; Telephone No.: (949) 855-1246.

Lantronix, Inc.
A Delaware Corporation

Date: 04 Oct 2002

By: 
Name: Michael Oswald
Title: Vice President, Secretary and General Counsel

Customer No.: 007663



CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

Applicant: Michael G. Engler

Application No.: 09/670,790 Filed: September 27, 2000

For: SYSTEM FOR EXTENDING LENGTH OF A CONNECTION ON TO A USB PERIPHERAL

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LANTRONIX, INC., a Delaware corporation
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, etc.)

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certifies that it is the assignee of the entire right, title and interest in the patent application identified by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Michael Engler To: Lightwave Communications, Inc.
The document was recorded in the Patent and Trademark Office at
Reel 011156, Frame 0780, or for which a copy thereof is attached.
2. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____.
3. From: _____ To: _____
The document was recorded in the Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached. (*Selected pages of merger documents*)

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

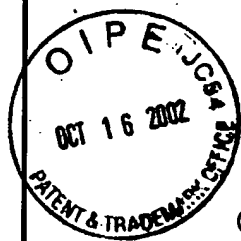
Date: 04 Oct 2002

Name: Michael Oswald

Title: Vice President, Secretary and General Counsel (LANTRONIX, INC.)

Signature: _____

T:\Client Documents\LANTR\114a\114A-cert3.73(b).wpd



ATTORNEY DOCKET:
LANTR-114A
Serial No. 09/670,790
Filed: September 27, 2000

Certificate of Mailing under 37 CFR 1.8 or 37 CFR 1.10

☒ I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

ASSISTANT COMMISSIONER FOR PATENTS
WASHINGTON, DC 20231

☐ I hereby certify that this correspondence is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10, Express Mail No. _____ addressed to:

on October 9, 2002
(Date)

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Signature

Evelyn Guerra
Typed or printed name of person signing Certificate

Note: Each paper must have its own certificate of mailing, or this certificate must identify each submitted paper.

1. CERTIFICATE OF MAILING OF 1 PAGE;
2. TRANSMITTAL FORM (IN DUPLICATE) OF 1 PAGE;
3. REVOCATION OF PREVIOUS POWER OF ATTORNEY AND APPOINTMENT OF NEW POWER OF ATTORNEY OF 2 PAGES, WITH CERTIFICATE UNDER 37 C.F.R. § 3.73(b) OF 1 PAGE, AND COPIES OF SELECTED PAGES OF MERGER DOCUMENTS OF 7 PAGES;
4. STATEMENT CLAIMING SMALL ENTITY STATUS; AND
5. RETURN POSTCARD.



STATEMENT CLAIMING SMALL ENTITY STATUS
(37 CFR 1.9(f) & 1.27(c))--SMALL BUSINESS CONCERN

Docket Number (Optional)
LANTR-114A

Applicant, Patentee, or Identifier: Michael G. Engler
Application or Patent No.: 09/670,790
Filed or Issued: September 27, 2000
Title: SYSTEM FOR EXTENDING LENGTH OF A CONNECTION TO A USB PERIPHERAL

I hereby state that I am

- ☐ the owner of the small business concern identified below.
☒ an official of the small business concern empowered to act on behalf of the concern identified below.

NAME OF SMALL BUSINESS CONCERN LANTRONIX, INC.

ADDRESS OF SMALL BUSINESS CONCERN 15353 Barranca Pkwy.
Irvine, CA 92618

I hereby state that the above identified small business concern qualifies as a small business concern as defined in 13 CFR Part 121 for purposes of paying reduced fees to the United States Patent and Trademark Office. Questions related to size standards for a small business concern may be directed to: Small Business Administration, Size Standards Staff, 409 Third Street, SW, Washington, DC 20416.

I hereby state that rights under contract or law have been conveyed to and remain with the small business concern identified above with regard to the invention described in:

- ☐ the specification filed herewith with title as listed above.
☒ the application identified above.
☐ the patent identified above.

If the rights held by the above identified small business concern are not exclusive, each individual, concern, or organization having rights in the invention must file separate statements as to their status as small entities, and no rights to the invention are held by any person, other than the inventor, who would not qualify as an independent inventor under 37 CFR 1.9(c) if that person made the invention, or by any concern which would not qualify as a small business concern under 37 CFR 1.9(d), or a nonprofit organization under 37 CFR 1.9(e).

Each person, concern, or organization having any rights in the invention is listed below:

- ☒ no such person, concern, or organization exists.
☐ each such person, concern, or organization is listed below.

Separate statements are required from each named person, concern or organization having rights to the invention stating their status as small entities. (37 CFR 1.27)

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b))

NAME OF PERSON SIGNING Michael Oswald

TITLE OF PERSON IF OTHER THAN OWNER Vice President, Secretary and General Counsel

ADDRESS OF PERSON SIGNING 15353 Barranca Pkwy., Irvine, CA 92618

SIGNATURE

Michael Oswald

DATE

04 Oct 2002

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THIS AGREEMENT AND PLAN OF REORGANIZATION (the "Agreement") is made and entered into as of June 7, 2001 by and among Lantronix, Inc., a Delaware corporation ("Parent"), LWC Acquisition Corporation, a Connecticut corporation and a wholly-owned subsidiary of Parent ("Sub"), Lightwave Communications, Inc., a Connecticut corporation (the "Company"), David B. Cheever, Peter T. Henderson, Ross D. Capen, Kevin F. Keefe and Michael L. Canestri (each, a "Stockholder," and collectively the "Stockholders"), and with respect to Article VII and Article IX hereof, David B. Cheever (the "Stockholder Representative").

RECITALS

A. The Boards of Directors of each of Parent, Sub and the Company believe it is in the best interests of each company and its respective stockholders that Parent acquire the Company through the statutory merger of the Company with and into Sub pursuant to the terms hereof (the "Merger") and, in furtherance thereof, have approved the Merger.

B. Pursuant to the Merger, among other things, (i) all of the capital stock of the Company shall be converted into the consideration set forth herein, and (ii) all issued and outstanding options to purchase capital stock of the Company shall be assumed by Parent and converted into options to purchase common stock of Parent.

C. A portion of the cash consideration otherwise payable by Parent in connection with the Merger shall be either (at Parent's option) retained by Parent (and shall accrue interest as provided herein) or placed in escrow as security for the indemnification obligations set forth in this Agreement. A portion of stock otherwise payable by Parent in connection with the Merger shall be placed in escrow by Parent as security for the indemnification obligations set forth in this Agreement.

D. The Company and the Stockholders, on the one hand, and Parent and Sub, on the other hand, desire to make certain representations, warranties, covenants and other agreements in connection with the Merger.

E. The parties intend, by executing this Agreement, to adopt a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"). The parties intend for the Merger to be accounted for as a purchase.

NOW, THEREFORE, in consideration of the mutual agreements, covenants and other premises set forth herein, the mutual benefits to be gained by the performance thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereby agree as follows:

ARTICLE I

THE MERGER

1.1 The Merger. At the Effective Time (as defined in Section 1.2 hereof) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the General

Corporation Law of the State of Connecticut ("Connecticut Law"), the Company shall be merged with and into Sub, the separate corporate existence of the Company shall cease, and Sub shall continue as the surviving corporation and as a wholly-owned subsidiary of Parent. The surviving corporation after the Merger is sometimes referred to hereinafter as the "Surviving Corporation."

1.2 Effective Time. Unless this Agreement is earlier terminated pursuant to Section 8.1 hereof, the closing of the Merger (the "Closing") will take place as promptly as practicable after the execution and delivery hereof by the parties hereto, but no later than five (5) business days following satisfaction or waiver of the conditions set forth in Article VI hereof, at the offices of Wilson Sonsini Goodrich & Rosati, Professional Corporation, 650 Page Mill Road, Palo Alto, California, at 10 a.m. Palo Alto time unless another time and/or place is mutually agreed upon in writing by Parent and the Company. The date upon which the Closing actually occurs shall be referred to herein as the "Closing Date." On the Closing Date, the parties hereto shall cause the Merger to be consummated by filing a Certificate of Merger in substantially the form attached hereto as Exhibit A, with the Secretary of State of the State of Connecticut (the "Certificate of Merger"), in accordance with the applicable provisions of Connecticut Law (the time of such filing shall be referred to herein as the "Effective Time").

1.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of Connecticut Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, except as otherwise agreed to pursuant to the terms of this Agreement, all the property, rights, privileges, powers and franchises of the Company and Sub shall vest in the Surviving Corporation, and all debts, liabilities and duties of the Company and Sub shall become the debts, liabilities and duties of the Surviving Corporation.

1.4 Certificate of Incorporation and Bylaws.

(a) Unless otherwise determined by Parent prior to the Effective Time, the certificate of incorporation of the Surviving Corporation shall be identical to the certificate of incorporation of Sub as in effect immediately prior to the Effective Time, until thereafter amended in accordance with Connecticut Law and as provided in such certificate of incorporation; *provided, however*, that at the Effective Time, Article I of the Certificate of Incorporation of the Surviving Corporation shall be amended and restated in its entirety to read as follows: "The name of the corporation is Lightwave Communications, Inc."

(b) Unless otherwise determined by Parent prior to the Effective Time, the bylaws of Sub, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation at the Effective Time until thereafter amended in accordance with Connecticut Law and as provided in the certificate of incorporation of the Surviving Corporation and such bylaws.

1.5 Directors and Officers.

(a) Directors. Unless otherwise determined by Parent prior to the Effective Time, the directors of Sub immediately prior to the Effective Time shall be the directors of the Surviving Corporation immediately after the Effective Time, each to hold the office of a director of the Surviving Corporation in accordance with the provisions of Connecticut Law and the certificate of

(e) All material items of equipment with a value of \$15,000 or more (the "Equipment") owned or leased by the Company are (i) adequate for the conduct of the business of the Company as currently conducted, and (ii) in reasonable operating condition, regularly and properly maintained, subject to normal wear and tear.

(f) Except as provided in Section 2.12 of the Disclosure Schedule, the Company has sole and exclusive ownership, free and clear of any Liens, of all customer lists, customer contact information, customer correspondence and customer licensing and purchasing histories relating to its current and former customers (the "Customer Information"). No person other than the Company possesses any claims or rights with respect to use of the Customer Information.

2.13 Intellectual Property.

(a) Definitions. For all purposes of this Agreement, the following terms shall have the following respective meanings:

"Intellectual Property" shall mean any or all of the following (i) works of authorship including, without limitation, computer programs, source code, and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data and mask works, (ii) inventions (whether or not patentable), improvements, and technology, (iii) proprietary and confidential information, trade secrets and know how, (iv) databases, data compilations and collections and technical data, (v) logos, trade names, trade dress, trademarks and service marks, (vi) domain names, web addresses and sites, (vii) tools, methods and processes, and (viii) any and all instantiations of the foregoing in any form and embodied in any media.

"Intellectual Property Rights" shall mean worldwide common law and statutory rights associated with (i) patents and patent applications, (ii) copyrights, copyright registrations and copyright applications, "moral" rights and mask work rights, (iii) the protection of trade and industrial secrets and confidential information, (iv) other proprietary rights relating to intangible intellectual property, (v) trademarks, trade names and service marks, (vi) analogous rights to those set forth above, and (vii) divisions, continuations, renewals, reissuances and extensions of the foregoing (as applicable).

"Company Intellectual Property" shall mean any Intellectual Property and Intellectual Property Rights that are solely owned by or exclusively licensed to the Company.

"Registered Intellectual Property" shall mean Intellectual Property and Intellectual Property Rights that have been registered, filed, certified or otherwise perfected or recorded with any state, government or other public legal authority.

(b) Section 2.13(b) of the Disclosure Schedule (i) lists all Registered Intellectual Property owned by, or filed in the name of, the Company (the "Company Registered Intellectual Property") and (ii) lists any proceedings or actions before any court, tribunal (including the United States Patent and Trademark Office (the "PTO") or equivalent authority anywhere in the world) related to any of the Company Registered Intellectual Property.

IN WITNESS WHEREOF, Parent, Sub, the Company, the Stockholders and the Stockholder Representative have caused this Agreement to be signed, all as of the date first written above.

LANTRONIX, INC.

By: 

Name: Steven V. Cotton

Title: Chief Operating Officer and Chief Financial Officer

LIGHTWAVE COMMUNICATIONS, INC.

By: 

Name: David B. Cheever

Title: President


LWC ACQUISITION CORPORATION

By: 

Name: Steven V. Cotton

Title: Chief Financial Officer

STOCKHOLDERS' REPRESENTATIVE


David B. Cheever

SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION

STOCKHOLDERS



David B. Cheever, an individual

Peter T. Henderson, an individual


Ross D. Capen, an individual

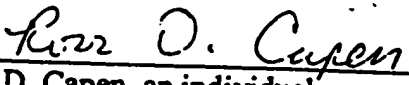
Kevin F. Keefe, an individual

Michael L. Canestri, an individual

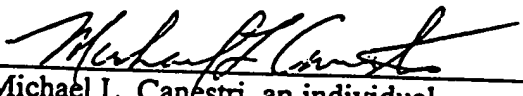
STOCKHOLDERS

David B. Cheever, an individual


Peter T. Henderson, an individual


Ross D. Capen, an individual


Kevin F. Keefe, an individual


Michael L. Canestri, an individual

SIGNATURE PAGE TO AGREEMENT AND PLAN OF REORGANIZATION

Disclosure Schedule
Section 2.13(b)
Company Registered Intellectual Property

(a) Pending Patent Applications:

Serial Number	Filing Date	Title
421,494	10/20/99	Switch Mode for a Server Switching System
670,790	9/27/00	System for Extending Length of a Connection to a USB Peripheral

(b) Issued Patents:

Serial Number	Filing Date	Patent Number	Issue Date	Title
824,586	1/23/92	5272558	12/21/93	Two Level Fiber Optic Communication From Three-Value Electronic Signal Source
986,925	12/8/92	5410363	4/25/95	Automatic Gain Control Device...

(b) Pending Trademark Applications:

Serial Number	Filing Date	Mark
467,947	4/14/98	MATRIX-HUB
469,647	4/17/98	SERVERSWITCH
811,718	9/29/99	MATRIX-HUB and Design
211,560	2/15/01	PCFiberLynx

(c) Registered Trademarks:

Serial Number	Filing Date	Registration Number	Issue Date	Mark
418,474	7/26/93	1876401	1/31/95	VDE/200
766,975	10/30/99	2,360,150*	6/20/00	SYSTEM CONSOLE SWITCH (AND DESIGN)

*The Company has not received notification of this registration. The records of the USPTO indicate, however, that it has been registered as listed above.